

COLLECTIVE BARGAINING AGREEMENT

Between

COUNTY OF BEAVER

- and

PSSU LOCAL 668

For The Period

January 1, 2009

Through

December 31, 2010

Signature Edition

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PARTIES TO THE AGREEMENT

This Agreement is entered into by the County of Beaver, hereinafter referred to as the Employer, and the Service Employees International Union Local 668, Pennsylvania Social Services Union, hereinafter referred to as the Union.

ARTICLE I

RECOGNITION

Section 1.1

The County recognizes the Union as the exclusive bargaining representative for the professional unit certified by the Pennsylvania Labor Relations Board at Case No. PERA-R-05-271-W.

Section 1.2

This Agreement pertains only to those employees included within the certification referred to in Section 1.1 of this Article.

Section 1.3

The term "employee", when used in this Agreement, refers only to those employees included within the certification referred to in Section 1.1 of this article.

Section 1.4

The recognition of the Union as the sole and exclusive bargaining representative does not extend to the following classes of professional and/or nonprofessional employees with the following grantor/grantee relationship:

- (a) Persons hired for a definite period of time, not to exceed Fifteen (15) consecutive calendar months; (or) hired for a definite project with a known termination date within Fifteen (15) months from the date of hiring;
- (b) Persons who are paid by the County simply as a matter of convenience.

ARTICLE II

MAINTENANCE OF MEMBERSHIP

Section 2.1

All employees who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union shall, as a condition of their employment, maintain their membership in good standing in the Union for the duration of this

Agreement. The payment of dues and assessments uniformly required of the membership shall be the only requisite employment condition.

Section 2.2

Employees who are or who may become members of the Union, may resign from the Union during the period of Fifteen (15) days prior to the expiration of this Agreement in accordance with the provisions of the Public Employee Relations Act.

ARTICLE III

DUES CHECK-OFF

Section 3.1

The Employer agrees to deduct monthly Union dues and/or uniform assessments of the local Union from each pay for any employee from whom written authorization is received, and to send such dues to the Treasurer of the Union on or before the end of the month for which the deduction is made.

Section 3.2

A dues check-off authorization is to be voluntary but, once given, it may not be revoked until Fifteen (15) days prior to the expiration of this Agreement, in accordance with the provisions of the Public Employee Relations Act.

Section 3.3 Fair Share

Fair Share shall be paid by any unit employee who does not join the Union. Administration of this section shall be in conformance with Pennsylvania law.

Section 3.4 Hold Harmless

The Union shall defend and hold the County and its representatives harmless from any and all claims or litigation of any kind arising out of any action or inaction by the County or any County representative to comply with the provisions of this Article.

ARTICLE IV

UNION SECURITY AND BUSINESS

Section 4.1

The Union agrees to provide employees with sufficient copies of this Agreement. The Employer will inform all new employees of the Union's designation as the exclusive bargaining agent for wages, benefits, hours and other terms and conditions of employment.

Section 4.2

The Employer agrees to permit the Union's international and local officers to have access to the members of the bargaining unit when the Union official indicates his/her presence to the appropriate Office/Agency Director or his/her designee, and the Union contact does not result in an interruption of work, except where the grievance procedure applies. The Union will be permitted to utilize space on one bulletin board in each department or office where the employees in the bargaining unit presently work.

Section 4.3

The Union shall be permitted to use meeting facilities within the Human Services building for Union meetings by request to the Agency Director. The Administrator shall receive the request, in writing, at least Five (5) days in advance of the proposed meeting. The use of such facilities shall not be unreasonably withheld.

Section 4.4

The employees selected to act as Union representatives shall be known as the shop steward and assistant shop steward. The Union shall furnish the Employer with the names of such representatives and shall notify the Employer of all changes.

Section 4.5

The Union may send posted mail, related to Union business, to the local official Union representatives at the work location.

Section 4.6

Designated Union representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises if notification is given to the Director or his/her designated representative. The grievant and the Union representative shall be granted reasonable time during working hours to process grievances without loss of pay or loss of leave time. Witnesses, when required, shall be allowed to participate in the grievance procedure. The Employer will provide Two (2) employees with time off, if required, to attend negotiating meetings, provided that no more than two (2) employees from each agency will be granted such time off, and only so long as it does not interfere with the work.

Section 4.7

The Employer shall provide to the designated Union stewards copies of memoranda and bulletins prepared for general distribution which clarify or establish policies affecting employees.

ARTICLE V

SHOP STEWARDS

Section 5.1

The Employer recognizes the right of the Union to elect shop stewards and alternates. The Union may select Two (2) shop stewards from each Office/Agency whom the Employer shall recognize as shop stewards. The stewards, noted in this Article, will be permitted to perform in meet-and-discuss sessions and in labor-management committee sessions which are called during working hours. A steward will also serve as the Union's member of the labor-management committee. The authority of shop stewards and alternates so elected by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- (b) The transmission of such messages and information which shall originate with, and be authorized by, the local Union or officers, provided such messages and information –
 - (1) Have been reduced to writing,
 - or
 - (2) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Section 5.2

Shop stewards and alternates have no authority to take unauthorized strike action or any other activity interrupting the Employer's business. The Employer recognizes this limitation upon the authority of the shop stewards and other alternates and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement. An authorized strike will be a strike condoned by Act 195.

ARTICLE VI

MANAGEMENT RIGHTS

Section 6.1

It is agreed that the County of Beaver possesses the right, without reservation except in accordance with applicable laws and except as modified by this Agreement, to manage all operations to direct the working force and to plan, direct and control the equipment and property of the County of Beaver.

Management rights shall be defined as matters of inherent managerial policy, which shall include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel within the entire County of Beaver Human Services Agencies.

All rights of Management as they existed prior to the Union's certification are preserved unless otherwise expressly limited or changed by this Agreement.

ARTICLE VII

DISCIPLINARY ACTION

Section 7.1 -- The Employer will not demote, suspend, discharge or take any corrective or disciplinary action against an employee without just and reasonable cause. Any disciplinary action by the Employer shall be implemented within a reasonable period of time after the event giving rise to such disciplinary action. All discipline will be given in confidence.

Normal disciplinary measures shall be progressive, occurring in the following order: (1) warning, (2) written reprimand, (3) suspension, and (4) discharge. The Employer may deviate from this normal progression based on the severity or repetitious nature of an offense.

Section 7.2 -- Right to Union Representation

Employees may request union representation during any investigatory interview conducted by Management when the employee reasonably believes that the interview may lead to disciplinary action.

Section 7.3 -- Notice of Disciplinary Action

If practicable, the Union and the Employee shall be notified and the reasons for the discipline or other disciplinary action provided, in writing, to the Union (Chief Steward and Business Agent) and the Employee prior to the imposition of any such disciplinary action.

ARTICLE VIII

DISCRIMINATION

Section 8.1

No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of race, gender, religious creed, color, marital status, national origin, or disability. The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee, or group of employees, but is intended to refer to all employees in job classifications regardless of sex.

Section 8.2

No employee shall be reduced in rank, terminated, laid off, or suffer loss of any benefit of employment except in accordance with the Civil Service Act or in conformity with this Agreement. All employees agree to carry out all policy decisions of Elected Officials as soon as such decisions are communicated to the employees.

ARTICLE IX

NO STRIKES OR LOCKOUTS

Section 9.1

It is understood that there shall be no strike, as the term is defined under the Public Employee Relations Act, during the life of this Agreement, nor shall any officer, representative, or official of the international or local Union or the bargaining unit authorize, assist, or encourage any such strike during the life of this Agreement.

Section 9.2

Should a strike occur, not authorized by the Union, the Union, within Twelve (12) hours following the request of the County, shall:

- (a) Publicly disavow such action by the employees;
- (b) Advise the County, in writing, that such employee action has not been authorized or sanctioned by the Union;
- (c) Post notices on all bulletin boards advising employees that it disapproves of such action and instruct them to return to work immediately.

Section 9.3

The County will not engage in any lockout during the life of this Agreement.

ARTICE X

LABOR-MANAGEMENT COMMITTEES

Section 10.1

A Committee, composed of representatives of the Union and the Employer, shall be established to resolve problems dealing with the implementation of this Agreement and to discuss other problems that are legitimate meet-and-discuss items as defined in Act 195.

Section 10.2

Members of the bargaining unit who serve as Union representatives shall participate in activities under this Article without loss of pay if the meetings are held during working hours. All meetings will be scheduled by mutual agreement of the parties.

Section 10.3

The substance of meet-and-discuss sessions conducted pursuant to this Article shall be reduced to writing, certified as correct by Employer and Union representatives, and presented to the Agency director. All agreements reached in meet-and-discuss session conducted pursuant to this Article shall be jointly recommended, in writing, to the agency director. All agreements on internal agency issues will be binding.

ARTICLE XI

BEREAVEMENT LEAVE

Section 11.1 – In the case of death in the immediate family, employees will be granted leave for up to three (3) consecutive days with pay at the straight time rate. One of the three days must be the day of the funeral, unless the funeral is on a weekend. Holidays shall not be counted as bereavement days. Immediate family is defined as spouse, children, parents, step-parents, step children, siblings, grandparents, grand-children and in-laws.

Section 11.2 – In the event of death of a near relative, employees will be granted leave for one (1) day with pay at the straight time rate for the purpose of attending the funeral, but only if the funeral is scheduled during the employee's work day. Near relative is defined as aunts/uncles by blood or marriage, niece/nephew by blood or marriage, and first cousins by blood.

Section 11.3 – Additional time may be granted to employees with the permission of Management. Such time may be taken as vacation or personal days.

ARTICLE XII

LEAVES OF ABSENCE

Section 12.1

The following shall be considered as leaves without pay: parental leave, education leave, leave due to the military draft, leave for Union officers, and sick leave without pay. Seniority shall not accrue during leaves without pay, except as provided for military leave under federal law. However, the employee shall be entitled upon his/her return from a leave without pay to all seniority earned up to the date that the leave began.

Section 12.2

Employees shall be eligible for parental leave after Thirty (30) calendar days service with the Employer. Parental leave will be granted for a maximum of Twelve (12) weeks. In no case shall the employee be required to leave work prior to childbirth unless she can no longer satisfactorily perform the duties of her position, which is determined by medical examination from her own physician and/or by medical examination from the County physician if the County requests its own examination. The Employer agrees to comply with all federal and state statutes and court decisions regarding maternity leave matters. Effective July 25, 1997, employees may use up to four (4) weeks of accrued sick leave for the birth of a child or adoption; this leave is considered to be FMLA leave. Parental leave will be considered FMLA leave in accordance with the County's FMLA Policy, attached to this Agreement as an Appendix.

Section 12.3

- (a) Employees who are elected or appointed as Union officers shall be granted, upon written request, leave without pay for their term of office, not to exceed Three (3) years. Such leaves may be extended by written mutual consent of the employer and the employee. An employee who elects to take this leave shall be guaranteed the first vacancy that occurs in the classification previously held by the employee after termination of the leave. One Union member, who is selected as an official delegate to the annual convention of the Union, shall be granted up to Four (4) days leave, without pay, each year to attend the annual convention.
- (b) **Union Stewards in each Agency (CYS, Aging and MH/MR) shall participate in an unpaid leave bank to allow attendance at Union related training, committee meetings or conventions. Each Agency will make available to its Stewards up to twelve (12) total days of unpaid leave each year for such purposes. Leave for Union business under this provision must be approved in advance by management, and may not be granted if the leave would interfere with the operations of the Agency. Requests for such leave shall not be unreasonably denied.**

Section 12.4

The County agrees to grant a leave of absence, without loss of seniority rights and without pay, to an employee who is unable to work due to such employee's own non-occupational sickness or accident. The leave may extend up to a maximum of One (1) year and may be for any shorter period which is mutually agreeable to the parties. Employees who request and receive such a leave of absence, due to a non-occupational sickness or accident, will have the benefits provided under the Employer's hospitalization surgical program, and the Employer's dental and vision program, for a period of Six (6) months following the month in which the leave is granted but, after such period, the employee must make his own arrangements for the continuation of such program. Employees on leave of absence, pursuant to this section, will continue to accrue seniority while on such leave of absence consistent with Article 13.8 of this Agreement.

Section 12.5

All requests for leave, both paid and unpaid, shall be in writing and shall be answered in writing. Emergency leaves of absence shall be answered as soon as possible.

Section 12.6

Paid time off from regular work hours will be given to caseworkers who take approved job related courses at an approved university and/or college, if in the discretion of the County such leave will not affect the efficiency of County operations. This time will be given only to cover travel time to classes.

ARTICLE XIII

CLASSIFICATION AND SENIORITY

Section 13.1

If an employee considers his/her job to be beyond the scope of his/her classification, the employee may request a review of the classification by Management. If warranted by the review, the job shall be submitted to Civil Service for review and classification. Alternatively, should Management disagree with the need for reclassification, the employee may submit a request for reclassification in accordance with Civil Service procedures. Any new classification issued by the Civil Service Commission shall be implemented retroactively to the date of the Civil Service decision, provided that the incumbent employee is qualified to hold the position.

Section 13.2

For the purpose of this Agreement, the term "seniority" means a preferred position for specific purposes which one employee within the bargaining unit may have over another employee within the bargaining unit because of a greater length of continuous service within the bargaining unit.

Section 13.3

The Employer agrees to post all vacancies, new positions and specific job assignments, within each office/agency, for Ten (10) working days prior to filling, so that interested employees may submit a written bid. Employees desiring to transfer to other positions shall submit a written request to their immediate supervisor stating the reasons for the request to transfer. If the Employer, at its discretion, agrees to such a transfer, then the employee shall be entitled to maintain whatever seniority rights are appropriate. If a new vacancy is created or opened, then the current employees of the agency will have the first option to bid on the new position according to seniority before the position is offered elsewhere; the final awarding of the position shall be at the discretion of the Employer and not subject to the grievance procedure. Civil Service, probationary and permanent employees shall have preference over other employees for purposes of this section.

Section 13.4

In the event of layoff, employees shall be laid off by strict seniority within each office/agency, with the least senior being laid off first. Any employees not in Civil Service, probationary or permanent status shall be laid off before any employees in Civil Service, probationary or permanent status. In the event of consolidation or elimination of jobs, the Employer shall reassign the affected employees to positions for which they are qualified insofar as positions are available. Employees affected by the consolidation or elimination layoff, shall have the right to bump back to positions previously held after which seniority shall prevail in the layoff. The Employer may select Two (2) employees in each office/agency on the basis of needed skill and proven ability that will be exempt from the layoff provisions of this contract.

Section 13.5

The probationary period shall be in accordance with the normal Civil Service probationary period. The County of Beaver shall guarantee all rights, privileges, and protections of this contract for provisional and probationary employees.

Section 13.6

For the purpose of layoff only, as set forth in this Article, Two (2) employees in each office/agency represented by the Union shall have super seniority. It is clearly understood and agreed that this section shall apply to shop stewards and Union officers only. Of stewards and officers in this bargaining unit, the Union may select Two (2) from each office/agency for such super seniority and the names of such employees shall be provided to the Employer.

Section 13.7

The parties agree that they will negotiate the salaries for new positions that are created within the jurisdiction of the bargaining unit; however, this does not indicate control over promotions.

Section 13.8

A break in service will occur for any of the following reasons:

- (1) An employee quits, resigns, or retires;
- (2) An employee is discharged for cause;
- (3) An employee is laid off for a period longer than Twelve (12) consecutive months, unless the employee is on sick leave due to any injury on the job. The sick leave in this case must be approved sick leave.
- (4) An employee is absent without leave as defined under existing Civil Service statutes.

Section 13.9

Employees shall be recalled by seniority in reverse order of layoffs. Employees who are laid off shall remain on a recall list for a period of One (1) year, or the employee's length of service, whichever is less. Employees on layoff shall have preferred rights of return over employees on leave without pay, except for leaves for maternity and illness. Civil Service, probationary and permanent employees shall have preferences in recall.

ARTICLE XIV

GRIEVANCES AND ARBITRATION

Section 14.1

A Civil Service employee may process his/her grievance through either the Civil Service appeal procedure or the contract grievance procedure. If an appeal is filed under the Civil Service appeal procedure while proceedings are taking place under the contract grievance procedure, then the contract grievance procedure shall cease and shall not be permitted to be reinstated. If an appeal is filed under the Civil Service appeal procedure, the employee shall not be entitled to institute proceedings under the contract grievance procedure all right to do so being waived by the exercise of the option by the employee to utilize the Civil Service procedure.

Section 14.2

A grievance is a dispute which may arise concerning the application, meaning or interpretation of this Agreement and shall be settled in the following manner:

- Step One: The employee, either alone or accompanied by the shop steward or Union representative, shall present the grievance, in writing, to the agency director or his or her designee within Twelve (12) working days of the date of its occurrence or knowledge of its occurrence. The agency director

or his/her designee shall attempt to resolve the matter and report his/her decision to the employee, in writing, within Seven (7) working days of its presentation. Upon mutual agreement, a hearing may be held before management's written answer is given, in which case the Seven (7) working days will be counted after the date of the hearing.

Step Two: In the event the grievance is not settled at Step One, the second step appeal must be presented, in writing, by the employee, shop steward or Union representative to the Employee Relations Director within Five (5) working days of receipt of the Director's response. The Employee Relations Director shall respond, in writing, to the employee, shop steward or Union Representative within Five (5) working days of receipt of the appeal. A meeting will be held between the Employee Relations Director or his designee and the grievant, who will have Union representation present.

Step Three: In the event the grievance cannot be settled at Step Two, the parties shall request a list of arbitrators from the Pennsylvania Department of Labor and Industry, Bureau of Mediation

The parties, within Seven (7) working days of the receipt of said list, or as soon thereafter as possible, shall meet for the purpose of selecting the arbitrator by alternately striking one name from the list until one name remains. The Employer shall strike the first name.

Each case shall be considered on its merits, and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered. The decisions at Steps One and Two shall not be used as precedents for any subsequent cases.

The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The decision of the arbitrator shall be final and binding on both parties, except where the decision would require an enactment of legislation, in which case it shall be binding only if such legislation is enacted. The arbitrator shall be requested to issue his/her decision within Thirty (30) days after hearing or receipt of the transcript of the hearing. All of the time limits contained in this section may be extended by mutual agreement.

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

ARTICLE XV

INSURANCE

Section 1 – Hospitalization Plan

Effective January 1, 2007, or as soon as administratively practicable thereafter, the County shall provide hospitalization benefits through their "home host" model as provided to other County employees.

Section 2 – Physician Services

Effective January 1, 2007, or as soon as administratively practicable thereafter, the County shall provide physician service benefits through Intergroup/Health Coalition Partners, or such other physician network as it shall determine.

Co-pays for physician services shall be \$10 for each primary care visit and \$15 for each specialist visit.

Section 3 – Vision Care

The County shall provide vision benefits through a provider of its choosing. The benefits shall be substantially equivalent to those currently provided.

Section 4 – Dental Care

The County shall provide dental benefits through a provider of its choosing. The benefits shall be substantially equivalent to those currently provided.

Section 5 – Employee Benefit Coverage Contribution

Effective January 1, 2009 – December 31, 2010 each employee covered by the County's Benefit Program for Hospitalization and Physician services shall contribute one percent (1%) of the base wage, which amount shall be pro-rated and deducted from each employee's base pay on a pre-tax basis.

Employees absent for an extended period and not receiving a County paycheck shall make arrangements with the County for payment of their coverage contribution. Coverage will be terminated if contribution is not made.

Section 6 – Prescription Plan

Prescription drug benefits will be provided subject to the following conditions and co-pays:

The prescription benefit plan will be mandatory mail order for maintenance drugs from H.S.I. or other mail order provider selected by the County. Maintenance drugs are defined as any prescription exceeding a thirty (30) day supply and/or with multiple refills. All drugs will be subject to a three-tiered formulary as defined by the County's Pharmacy Benefit Manager and will be subject to the following co-pays:

	Retail (30 day supply)	Mail Order (90 day supply)
Generic	\$5	\$10
Preferred Brand	\$10	\$10
Non-preferred Brand	\$25	\$40

There will be no Dispensed as Written (DAW) or Single Source exceptions to the co-pay provisions.

Section 7 -- Life Insurance

- A. The County shall provide group term life insurance for regular full-time employees at the face amount of Thirty Thousand dollars (\$30,000.00).
- B. The County shall provide, upon retirement, a Two thousand five hundred dollar (\$2,500.00) benefit for each full-time employee. Upon mutual agreement of the parties, this death benefit may be provided under a self-insurance mechanism and if so agreed, instead of being purchased through an insurance carrier, shall be provided under the terms and conditions the parties so agree upon. In the event the parties agree to such self-insurance mechanism, the face amount shall be increased to Two Thousand Seven Hundred and Fifty dollars (\$2,750.00).

Section 8 -- Sickness and Accident Insurance

- A. The County shall provide full-time employees with sickness and accident benefits at the lesser of Sixty-six per cent (66%) of gross pay or Three Hundred dollars (\$300.00) per week. Benefits shall be for twenty-six (26) weeks. Employees on FMLA will reduce sick day bank down to twenty (20) days.
- B. Employees shall be permitted to receive the benefits of this Section beginning on the twenty-first (21st) day of absence due to an accident or illness.
- C. Employees returning from a leave of absence must return to active employment for a minimum of ninety (90) calendar days to be eligible for further sickness and accident benefits.

Section 9 -- The County may at any time during the term of this Agreement, with 60 days advance notice to the Union, provide the benefits described herein with any other network and/or provider.

ARTICLE XVI

PERSONNEL FOLDERS

Section 16.1

There shall be only one personnel record for each employee in the bargaining unit. The employee shall have the right, upon request, to examine the contents of his/her personnel file. The employee shall receive a copy of all material entered in the personnel file. The employee shall have the right to submit a statement concerning any material in his/her file, and any statement shall then become a part of the personnel file.

Section 16.2

Disciplinary material shall be placed in Employee's personnel folders. An Employee may request the withdrawal of such material from his/her personnel folder after Twelve (12) months and such request will not be unreasonably denied. After twenty-four (24) months, such request may not be denied if there has been no repeat of the offense. The Employer shall not rely on disciplinary material which is more than Twenty-four (24) months old when considering or imposing discipline, if there has been no repeat of the offense.

Section 16.3

Before client complaints are included in employee's personnel folder, such complaints will be reviewed with the Employee. The Employee may provide a written response to the complaint which shall also be included in the Employee's personnel file. If no disciplinary action has been taken regarding the client complaint within twelve (12) months after the complaint, the client complaint and employee response shall be removed from the employee's personnel file.

Section 16.4

If an employee is disciplined and subsequently exonerated, all materials pertaining to the disciplinary action shall be removed from the employee's file. Exonerated shall mean at a minimum the factual circumstances upon which the County relied were proved to be completely unfounded. Discipline for reasons later modified or withdrawn by the County or modified or withdrawn by an arbitrator or judicial proceeding shall not require removal of such material from the employee's personnel folder unless the County relied upon inaccurate or untrue information.

Section 16.5

An employee's personnel file shall not be divulged without the employee's permission except during the grievance, arbitration procedure, or as required by law; or to other rank and file employees except pursuant to the grievance procedure.

Section 16.6

Material expunged from the file pursuant to Section 4 above shall be returned to the employee to certify expungement.

ARTICLE XVII

MEALS

Section 17.1

The Travel Policy should be consulted for expense coverage if questions exist. The Travel Policy shall conform with the County policy as it may be amended from time to time

ARTICLE XVIII

HOLIDAYS

Section 18.1

The following days shall be recognized as paid holidays for all employees covered by this Agreement:

- New Year's Day
- Martin Luther King's
- President's Day
- Good Friday
- Memorial Day
- Flag Day
- Independence Day
- Labor Day
- Employee's Birthday (must be taken as a day off the week before, the week of or the week after)
- Columbus Day
- Veteran's Day
- General Election Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas
- Calendar day after Christmas (or such workday as the parties may agree).

Section 18.2

If an employee works on any of the days set forth in Section 22.1 above (except for the birthday), he or she shall receive full holiday pay plus time-and-a-half compensatory time for all hours worked.

Section 18.3

When a holiday falls on a Sunday, the following Monday shall be observed as a holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. All regular employees shall be entitled to the above-mentioned legal holidays, except when it is necessary to meet operating requirements and maintain service. In this event, any employee scheduled to work on the above-designated holidays shall receive the benefits of Section 21.2 above.

Section 18.4

Any employee on sick leave or vacation, who would otherwise be entitled to a paid holiday, shall not have the holiday charged against his or her sick leave or vacation credit.

Section 18.5

All employees must be at work in any approved compensatory leave status on the date preceding a holiday and the day following a holiday in order to be paid for the holiday.

ARTICLE XIX

PROFESSIONAL ERRORS AND OMISSIONS INSURANCE

Section 19.1

All employees with professional designations through their Civil Service titles will be covered by the provisions of the County Errors and Omissions Insurance Policy.

ARTICLE XX

SEVERANCE NOTICE GUARANTEE

Section 20.1

All employees shall receive thirty (30) calendar days notice of termination or layoff. IF such notice is not provided, the employee shall receive four (4) weeks pay in lieu of the notice.

ARTICLE XXI

MILEAGE AND CAR ALLOWANCE

21.1

An employee who is required by the County to use his personal vehicle shall be paid the maximum per mile rate which the Internal Revenue Service allows for such mileage.

Section 21.2

Should the Fourth Class County Code change through new legislation in this state, employees will receive at the time of the change, and thereafter, the maximum rate permitted by any such change in the Fourth Class County Code for such use of his/her personal vehicle for County authorized activity.

ARTICLE XXII

COMPENSATION

Section 22.1

All employees covered by this Agreement shall receive increases in compensation as set forth in this article unless a higher figure is mandated by federal or state statutes or regulations.

No employee shall receive the benefit of both the raise granted by this Agreement and a raise required by non-contractual occurrences. Any non-contractual increase shall be offset by the increase granted hereunder. The offset shall apply on a Twelve (12) month basis beginning January 1. The purpose of this provision is to make sure that employees receive only the contractual raise and the difference between the higher non-contractual raise on a twelve (12) month basis beginning January 1.

Employees shall be compensated in accordance with the wage scales set forth in Attachment A. Employees shall be placed at their current level on the wage scale as of the date of the Union's certification as representative of this bargaining unit. Effective January 1, 2007, employees will advance to the next pay grade level as of the first pay period after the appropriate anniversary date.

Effective January 1, 2009, employees who missed two (2) steps on the pay scale because of the contract hiatus between the Union's certification and the date of the first contract will be credited with one (1) step on the scale. Step movement thereafter will occur on the anniversary date as set forth in the preceding paragraph.

All Caseworker 2 employees in CYS shall be eligible for an annual lump sum bonus in the amount of \$850.00, effective with the completion of the state mandated certification requirements for Caseworkers, as determined by the Director of CYS. The bonus shall be paid one-half in the first pay period in June and one-half in the first pay period in December. The semi-annual bonus shall be pro-rated for employees becoming eligible less than six months prior to the payment dates.

All employees in the Office on Aging and MHMR shall receive longevity pay in the amount of \$250 after 10 years of service and \$500 after 20 years of service. Payments shall be made in accordance with existing practice regarding same.

Employees in the Social Services Aide 2 position will be paid at the rate of a salary grade level 28.

Employees in the County Caseworker 1/Aging Care Manager 1 classifications will be paid at a salary grade level 34A. Employees in the County Caseworker 2/Aging Care Manager 2 classifications will be paid at the rate of salary grade level 35. After one (1) year of service from the date of hire in CYS and MHMR, a County Caseworker 1 will progress to a salary grade level 35A (County Caseworker 2). After six (6) months of from the date of hire in Office on Aging, a County Caseworker 1 will progress to salary grade level 35A.

Section 22.2

The County shall have the discretion to place new employees with experience in another public child welfare agency, former Children and Youth Services employees and employees transferring from another County Civil Service office at such level in the wage scale, including placement within the level, as it deems appropriate, provided that such an employee shall not be placed at a level higher than necessary to provide the employee with year for year credit for prior service with the County or other public child welfare agency. With regard to other new employees hired as a County Caseworker 2, the County shall have the discretion to place new employees up to the first step of level 35-D.

Section 22.3

The County and the Union agree to bargain over entry rates for job classifications in the bargaining unit for which there is no incumbent on the effective date of this Agreement, or which are not otherwise addressed in this Agreement.

Section 22.4

The weekly rate to be shared by employees assigned in the CYS office to be on call with a pager shall be \$500.00 a week during the life of the contract. This weekly rate shall be prorated among no more than two (2) employees per week assigned to be on call. No more than one employee shall be on call pursuant to this provision at any one time. In addition to the compensation provided for this assignment, if an employee is required to leave his or her home as a result of being on call and receiving call via the pager and responding, the employee will be paid for the time away from his or her home at time and one-half the employees hourly rate per the contract. On call with a pager shall continue to only apply under the circumstances in which the on call provision has been applied in the past in Children and Youth. In the past, in order to comply with legal mandates relative to responding to allegations of child abuse, the employer has scheduled one employee a day, 7 days a week, 52 weeks a year to be on call with a pager from the time the employee leaves work until the employee returns to work the next day, including holidays and weekends. Employees who are on call on a designated holiday shall receive six (6) hours compensatory time off. The assignment has normally been shared each week, but no more than one employee has received the assignment for the same period. During the period that the employee is on call with a pager, the employee is required to restrict his or her activities so that he/she is available within the immediate geographic vicinity of his/her home

and available to answer, handle and respond to any call for which he or she is required and arrive at the scene in the event the employee is required at the scene promptly after receipt of the call. It is also understood that the employee so assigned will be available at all times during the period he or she is on call to respond to all calls and that the ability to respond means that the employee will not be under the influence of alcohol or otherwise not in an inappropriate state to respond to the call. This on call provision shall be strictly construed to restrict the benefit to those employees under the circumstances under which it has been granted in the past in Children and Youth.

Section 22.5

The on-call rate for **Beaver County Behavioral Health employees assigned to be on call** shall be \$75.00 per week for the first 3 calls and \$20.00 per call thereafter. Employees called out shall be compensated at the applicable overtime rate for a **minimum of two hours**.

Section 22.6

If at any time during the term of this agreement employees of the Office on Aging are required to be on call, they will be compensated in accordance with section 22.5. The parties will meet to discuss modifications to address Office on Aging employees' circumstances.

ARTICLE XXIII

HOURS OF WORK

23.1 – The work week shall consist of Thirty-seven and one-half (37.5) hours. The work day shall normally begin at 8:00 a.m. and terminate at 4:30 p.m. One (1) hour for lunch will be permitted each day.

23.2 – It is understood that the hours of work will vary for special agency functions or to address the needs of the case load.

23.3 – If an employee works more than Seven and one-half (7.5) hours in a day or Thirty-seven and one-half (37.5) hours in a week then the employee shall be given the choice of compensatory time off or monetary compensation for all excess hours. Monetary compensation or compensatory time shall be paid or given at the rate of time and one-half (1 ½) for all excess hours. No more than thirty-seven and one-half (37.5) hours of compensatory time can be carried over from one calendar year to another. Compensatory time not used shall be compensated at time and one-half of the appropriate rate.

23.4 – Flex-time is when an employee and supervisor by mutual agreement adjust the beginning and ending hours of the normal work day to accommodate the needs of the case load, but this will not extend beyond seven and one-half hours (7.5) in a day.

23.5 – With advance notice, and supervisory approval, an employee may change his working hours to meet the needs of his/her case load or the employee's personal situation to work more than seven and one-half (7.5) hours in a day and waive the provisions for compensation in Section 3.

ARTICLE XXIV

PERSONAL LEAVE DAY

Section 1 – Sick days and personal days shall be combined into Paid Time Off (PTO) as specified in this Article.

Section 2 – Effective January 1, 2007, Employees will be credited with 13 days of PTO. Any sick time and personal time used from January 1, 2007 through ratification shall be deducted from the total of thirteen which may be earned in 2007.

- a. Effective January 1, 2008, and each subsequent January 1, employees will be credited with 13 days of PTO annually, to be utilized in accordance with the following provisions.
- b. **New hires will receive 8.125 hours per month of PTO time (credited on the first day of the calendar month following the month in which they are hired) during the first calendar year of employment. Thereafter, new hires will receive PTO as set forth in subsection 2.a.**

Section 3 – PTO may be used as sick time or as personal time in accordance with the following general rules.

- a. When used as sick time, employees must report off from work in accordance with office procedures for reporting off. ***Suspected abuse of sick time will be subject to the County's absenteeism policy.***
- b. When used for personal time, requests for use of PTO days shall be submitted in writing to the appropriate Management representative at least one (1) day in advance of the requested date. Approval of such request shall be granted insofar as is reasonably possible, subject to the operational needs of the office. In the event two or more employees request the same PTO days, first request shall be honored.
- c. ***PTO use will be administered in the following manner:***
 1. ***Days credited for the current year will be used first for both schedule PTO and unscheduled time.***
 2. ***If extended absence due to illness or injury exhausts the PTO credited for the current year, employees will be permitted to use their bank of PTO and/or sick time to the extent necessary.***

Section 4 – Unused PTO

- a. Settlement with each employee will be made as of the end of each calendar year for unused PTO, up to a maximum of five (5) days, based on the straight-time hourly rate of pay. In order to be eligible to sell back unused PTO, employees must have a bank of at least ten (10) days of PTO. Settlement of the unused portion of PTO will be calculated and paid by February 1 of the following year.
- b. As an alternative to the settlement for unused PTO days, an employee may elect to carry forward all or a portion of unused PTO days from one year to the next with a maximum accumulation of total days carried forward at any one time of forty-five (45) unused days. Unused PTO days carried forward, rather than settled as described above, may be used only for absence due to bona fide injury or illness and shall not be used for purposes of personal days. PTO days so carried forward but unused at the time of termination or retirement will be paid for at the time of termination or retirement at the rate of sixty dollars (\$ 60.00) per day.
- c. Employees voluntarily leaving employment with the County must give two (2) weeks' notice and work the notice period, or else forfeit an equal number of days of PTO days. No PTO days may be taken during the two week notice period.
- d. All sick leave accumulated under prior agreements relating to sick leave shall be preserved in accordance with the terms of the prior agreements. *Upon retirement, such days will be paid for at the rate of sixty dollars (\$60.00) per day.*

Section 5 – Use of PTO and sick days accumulated under prior agreements is mandatory for employees on leave pursuant to the Family and Medical Leave Act (FMLA).

ARTICLE XXV

SAFETY AND HEALTH

Section 25.1

The Employer shall take affirmative action to assure compliance with laws concerning the health and safety of employees.

Section 25.2

Management shall determine when use of County supplied cell phones is necessary.

ARTICLE XXVI

VACATIONS

Section 26.1

- A. Employees hired on or before December 31, 2008 shall be entitled to receive the following vacations with advance pay: (with prior notification to the Director of Agency or designated Fiscal Officer).**

Length of Service	Vacation Entitlement
6 mos. – less than 1 year	1 week
1 year – less than 4 years	2 weeks
4 years – less than 8 years	3 weeks
8 years – less than 10 years	4 weeks
10 years – less than 12 years	4 weeks + 2 days
12 years – less than 15 years	4 weeks + 4 days
15 years – over	5 weeks.

- B. Employees hired after December 31, 2008 shall be entitled to receive the following vacations with advance pay: (with prior notification to the Director of Agency or designated Fiscal Officer).**

Length of Service	Vacation Entitlement
6 mos. – less than 1 year	1 week
1 year – less than 4 years	2 weeks
4 years – less than 8 years	3 weeks
8 years – over	4 weeks

Section 26.2

Current practices in each office/agency regarding vacation calculation and accrual shall continue.

Section 26.3

Each December, the County shall supply vacation preference forms to employees for the purpose of selecting vacations for the following year. In order to schedule vacations, the vacation preference forms should be turned in no later than February 1. *Vacation schedules will be determined and posted within 5 working days.*

Vacations shall be granted at the time requested by the employee, subject to management's responsibility to maintain an efficient operation. If the nature of the work makes it necessary to limit the number of people on vacation at the same time, the employee with the greatest seniority as it relates to total years of service with the County shall be given the first choice provided it is scheduled by February 1. However, if a junior employee has submitted his schedule on a timely basis, the junior employee will receive the vacation ahead of a senior employee who did not do so.

Employees not scheduling their vacation by February 1 will be permitted to apply for open dates on a first come first served basis, provided that this vacation does not interfere or limit the departmental needs. Each department will maintain a master calendar of days that have already been approved. Employees will be able to view this to determine availability. Seniority will be the tie breaker in cases where requests are made at the same time for identical dates.

ARTICLE XXVII

JURY DUTY

Section 27.1

Any employee who has been called to jury duty shall be paid his/her regular pay. Any compensation paid to the employee for jury duty shall be paid over to the Employer. If an employee serves on jury for five (5) days, Monday through Friday, and is required to work the Saturday or Sunday of such week, he shall receive the overtime rate. An employee excused from jury service before noon shall report to work for the remainder of the day; otherwise, employees shall report at the beginning of the next regularly scheduled shift. The employee will present proof of service by a jury duty notice of summons and the amount of pay received for such service.

Section 27.2

When an employee receives notice that he is to report for jury duty, he shall notify his personnel department immediately after the employee receives notice.

Section 27.3

An employee on jury duty shall be considered the same as being at work.

ARTICLE XXVIII

WORK REQUIREMENTS

Section 28.1

An employee at all times will be expected to maintain his/her case work dictation current, within at least sixty (60) days, or within any other County policy in effect during the life of this Agreement. If an employee's dictation day falls on a holiday or training day, the dictation deadline shall be extended one (1) week. Employees will at all times adhere to State requirements and office policies and procedures on performance of work. Productivity measures will be part of office policies.

Section 28.2

CYS will solicit volunteers for maintaining/working emergency pagers during the period November 1 to November 15. Volunteers must submit a proposed schedule for pager coverage for the period January 1 to June 30 of the following calendar year to the Agency Director by December 15.

CYS will again solicit volunteers during the period May 1 to May 15 for the period July 1 through December 31 of that year. The proposed schedule must be submitted to the Agency Directory by June 15.

If after a volunteer solicitation period, there are fewer than five (5) volunteers for pager work, all qualified caseworkers will be placed in a pool. The caseworkers in the pool will schedule coverage for the pager so as to insure coverage for each week of the affected period, *i.e.*, January 1 to June 15, as outlined above. Scheduling will be done with preference given to more senior employees.

Section 28.3

MHMR and Aging shall develop their own methods for assigning pagers as necessary.

ARTICLE XXIX

VEHICULAR INSURANCE

Section 29.1

Business insurance for personal vehicles needs to be purchased by bargaining unit members. The individual drivers business insurance is primary and subject to reimbursement under subsection (A) listed below.

- (a) Employees shall receive one hundred (100%) percent reimbursement of the difference between business and pleasure insurance coverage upon proof from employee's carrier of his/her choice of the difference between business and pleasure insurance coverage.

ARTICLE XXX

EDUCATION COMMITTEE

Section 30.1

There shall be an Education Committee, composed of two (2) representatives of the County and two (2) representatives of the Union, which shall administer an education fund. The County shall make available to this fund an amount of Three Thousand (\$3,000.00) Dollars for each office/agency in each year of the agreement. Reimbursement from the education fund shall be a maximum of \$1000 per employee. The total amount of funds available shall remain at present levels throughout the terms of the agreement.

The purpose of this fund shall be to pay tuition, fees, or other charges for courses, seminars, or similar activities which are related to an employee's job duties and are intended to maintain or improve the skills of that occupation or other occupation in the bargaining unit. This fund is not intended to duplicate the courses already provided by Children and Youth Services.

ARTICLE XXXI

MISCELLANEOUS PROVISIONS

Section 31.1

Full-time substitutes are defined in employees working six (6) months or more and will receive the benefits of this Agreement, prospective from the date of execution of this Agreement.

Section 31.2

In the event that any provisions of this Agreement are found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and if any provision herein is found to be invalid and unenforceable by the Court or other authority having jurisdiction, then such provision shall be considered void, but all other valid provisions of this Agreement shall remain in full force and effect.

Section 31.3

The County and the Union acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employee Relations Act and constitutes the entire Agreement, such party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue, or thing specifically covered therein.

Section 31.4

In the event that any provision of this Agreement requires legislative action to become effective including, but not limited to, the amendment of existing statutes, the adoption of new legislation, or the granting of appropriations. It shall become effective only if such legislative action is taken.

Section 31.5

Employees participating in the CWEL program shall be governed by the Memoranda of Understanding of August 8, 1996 and August 15, 1996, as amended, except with regard to entitlement to vacation time. An employee shall be permitted to carry over accrued vacation which has not been used at the time of entry into the program. Upon return to employment, such employee shall receive additional vacation for the current year on a pro rata basis only based on the time worked between his/her anniversary date an entry into the program. In any subsequent

year, the employee shall receive full entitlement to vacation without reduction for the leave in the prior year.

Section 31.6

Community Health Nurses employed by the Office on Aging will be reimbursed for the cost of obtaining required Continuing Education Units necessary to maintain current licenses, and will, if necessary, be granted time off with pay to attend required courses during working hours. To be reimbursed, CEU courses must be approved by Management and are subject to the following general guidelines: Reimbursable programs should relate to adult/aging medicine and aging services and should be offered locally. There will be no reimbursement for courses not related to actual job duties, and no pay for travel outside Western Pennsylvania or for meals or hotel stays.

ARTICLE XXXII

DURATION

Section 32.1

The term of this Agreement shall be January 1, 2009 to December 31, 2010.

IN WITNESS WHEREOF, the parties intending to be bound hereby, have set their hands and seals this _____ day of _____, 200_____

FOR THE COUNTY:

DATE

FOR THE UNION:

DATE:

Tony Amadio
Tony Amadio, Chairman

08/13/09

Al Smith
Al Smith

8-4-09

Joe Spanio
Joe Spanio

John E. Walther
John E. Walther

07-29-09

Charles Camp
Charles Camp

Edward Henderson
Edward Henderson

07-30-09

Richard Darbur
Richard Darbur

8/8/09

Jim Lamphun
Jim Lamphun

7/30/09

Myron Salmovich
Myron Salmovich

8/7/09

Don Whitehead
Don Whitehead

7-30-09

John McCreary
John McCreary

8/14/09

Ken Freeman
Ken Freeman

7-30-09

Tracey Patton
Tracey Patton

8/17/09

Ryan Wisniewski
Ryan Wisniewski

7-30-09

Carol Colabilla
Carol Colabilla

7-30-09

Kim Tremain
Kim Tremain

7/31/09

Judy L. Shaw
Judy L. Shaw

07/31/09

Debrah Covett
Debrah Covett

7/31/09

Diana Boughton
Diana Boughton

8-4-09

IN WITNESS WHEREOF, the parties intending to be bound hereby, have set their hands and seals this _____ day of _____, 200_____.

FOR THE COUNTY:

DATE

FOR THE UNION:

DATE:

Tony Amadio
Tony Amadio, Chairman

08/13/09

Al J. Smith
Al Smith

8-4-09

Joe Spanio
Joe Spanio

John R. Edwards

07-29-09

Charles Camp
Charles Camp.

Deborah Henderson

07-30-09

Richard Darbur
Richard Darbur

8/8/09

Jon Lamphun

7/30/09

Myron Salmovich
Myron Salmovich

8/7/09

Don Whitehead

7-30-09

John McCreary

Ken Brown

7-30-09

Tracey Patton
Tracey Patton

8/17/09

Ryan Wisniewski

7-30-09

Carol Colabella

7-30-09

Kenneth Tremaine

7/31/09

Jody L. Kline

07/31/09

Deborah Cavelt

7/31/09

Donna Boughter

8-4-09

ATTACHMENT A-1

BEAVER COUNTY HUMAN SERVICES WAGE SCALE

1/1/2009 3.50%

Pay Range	<u>start level 1</u>	<u>3rd aniv level 2</u>	<u>6th aniv level 3</u>	<u>9th aniv level 4</u>	<u>12th aniv level 5</u>	<u>15th aniv level 6</u>
25-28	22493	24608	26725	28840	30956	33073
29-31	25348	27840	30333	32824	35316	37808
32-34	28600	31501	34402	37305	40206	43108
35-37	32377 ABC	35741 DEF	39104 GHI	42468 JKL	45831 MNO	49195 P

1/1/2010 2.00%

Pay Range	<u>start level 1</u>	<u>3rd aniv level 2</u>	<u>6th aniv level 3</u>	<u>9th aniv level 4</u>	<u>12th aniv level 5</u>	<u>15th aniv level 6</u>
25-28	22942	25100	27259	29417	31575	33735
29-31	25855	28397	30939	33480	36023	38564
32-34	29172	32131	35090	38051	41010	43970
35-37	33024 ABC	36455 DEF	39886 GHI	43317 JKL	46747 MNO	50178 P

7/1/2010 1.00%

Pay Range	<u>start level 1</u>	<u>3rd aniv level 2</u>	<u>6th aniv level 3</u>	<u>9th aniv level 4</u>	<u>12th aniv level 5</u>	<u>15th aniv level 6</u>
25-28	23172	25351	27532	29711	31891	34072
29-31	26114	28681	31249	33815	36383	38949
32-34	29464	32453	35441	38431	41420	44410
35-37	33355 ABC	36820 DEF	40285 GHI	43751 JKL	47215 MNO	50680 P

ATTACHMENT A-1

BEAVER COUNTY HUMAN SERVICES WAGE SCALE

1/1/2009 3.50%

Pay Range	<u>start level 1</u>	<u>3rd aniv level 2</u>	<u>6th aniv level 3</u>	<u>9th aniv level 4</u>	<u>12th aniv level 5</u>	<u>15th aniv level 6</u>
25-28	22493	24608	26725	28840	30956	33073
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32-34	28600	31501	34402	37305	40206	43108
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1/1/2010 2.00%

Pay Range	<u>start level 1</u>	<u>3rd aniv level 2</u>	<u>6th aniv level 3</u>	<u>9th aniv level 4</u>	<u>12th aniv level 5</u>	<u>15th aniv level 6</u>
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32-34	29172	32131	35090	38051	41010	43970
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7/1/2010 1.00%

Pay Range	<u>start level 1</u>	<u>3rd aniv level 2</u>	<u>6th aniv level 3</u>	<u>9th aniv level 4</u>	<u>12th aniv level 5</u>	<u>15th aniv level 6</u>
25-28	23172	25351	27532	29711	31891	34072
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32-34	29464	32453	35441	38431	41420	44410
35-37	33355 ABC	36820 DEF	40285 GHI	43751 JKL	47215 MNO	50680 P

UPMC Health Plan

Beaver County Health Alliance

This plan does not require you to select a primary care physician to act as a "gatekeeper." But it does require you to receive your care from network physicians and facilities in order for it to be covered.

While PCPs are not required, UPMC Health Network, Inc. still believes that PCPs play a vital role in managed care. We encourage members to build long-term relationships with your Physician, who can be a family or general practitioner, an internist or a pediatrician. Your Personal Physician performs routine and preventive care, and can provide referrals for specialist care. Most importantly, your Personal Physician is in the best position to become familiar with your medical profile. In addition, women may use any network Ob/GYN to provide all covered gynecological/obstetric care.

You must use a Beaver County Health Alliance provider to receive benefits at the highest level (except for emergency or urgent care). If you use a participating provider outside of the Beaver County Health Alliance Network, you will be responsible for any deductible and coinsurance.

Covered Services	Beaver County Health Alliance Network	Other Participating Provider
Annual deductible		
Individual	None	\$1,000
Family	None	\$2,000
Annual out-of-pocket limit		
Individual	None	\$2,000
Family	None	\$4,000
Plan payment level	100%	75% after deductible
Lifetime benefit limit	\$2,000,000	\$300,000
Primary care provider (PCP) required	No	No
Pre-existing condition limitations	None	None
Pre-certification requirements	Provider responsibility	Member responsibility
Preventive Care		
Adult		
Routine physical exam	100% after \$10 copayment per visit	
Pediatric		
Routine physical exam	100% after \$10 copayment per visit	
Pediatric immunizations	100%	
Well-baby visits	100% after \$10 copayment per visit	
Physician Services		
Physician office visit (for illness or injury)	100% after \$10 copayment per visit	
Specialist office visit, including OB/GYN	100% after \$15 copayment per visit	
Medical/Surgical services	100%	
Women's Care		
Routine gynecologic exam,	100% after \$10 copayment per visit	
Pap Test, mammogram (based on age guidelines), prenatal visit, diagnostic tests, and surgical services	100% - Physician services 100% - Facility services	100% - Physician services 75% after deductible - Facility services
Hospital Services		
Inpatient/outpatient care, medical/ surgical services, ancillary services, and supplies - (Facility Services)	100%	75% after deductible
Inpatient/outpatient care, medical/ surgical services, ancillary services, and supplies (Physician Services)		100%
Emergency Services		
Emergency care coverage	100% after \$25 copayment per visit (copayment waived if admitted as inpatient)	
Diagnostic Services		
Advanced imaging (e.g. PET MRI, etc.)	100%	75% after deductible
Other imaging (e.g. X-ray, Sonogram, etc.)	100%	75% after deductible
Lab and other services	100%	75% after deductible
(Inpatient & outpatient diagnostic services)		
Outpatient mammogram (based on age guidelines)	100%	75% (deductible does not apply)
Diagnostics billed by Physician Office		100%
Medical Therapy Services		
Chemotherapy, Radiation Therapy (inpatient & Outpatient Hospital Services)	100%	75% after deductible
Infusion Therapy, Dialysis Treatment (Inpatient & Outpatient Hospital Services)		100%

Covered Services	Beaver County Health Alliance Network	Other Participating Provider
Rehabilitation Therapy Services		
Physical, speech, and occupational therapy		
Facility Services	100% after \$15 copayment per visit	75% after deductible
Physician Services	100% after \$15 copayment per visit Limited to the greater of: 60 consecutive days of coverage OR 25 visits per condition, per Benefit Period, for all three therapies combined.	
Other Medical Services		
Private duty nurse	100%	
Skilled nursing facility		
Hospital based facility	No Coverage	
Non-hospital based facility	100%	
	Limit of 100 days per Benefit Period	
Home health care	100%	
Hospice care	100%	
Therapeutic manipulation	100% after \$10 copayment per visit Limit of 25 visits per Benefit Period	
Podiatric care	100% after \$15 copayment per visit	
Durable medical equipment and corrective appliances		
Facility & Ancillary	100%	75% after deductible
Physician Services	100%	
Ambulance	100%	
Allergy Services – Diagnostic Testing	100%	
Allergy Services – Treatment including injections and serum	100%	
Behavioral Health — Contact UPMC Health Plan Behavioral Health Services at 1-888-251-0083		
Behavioral health		
Inpatient ²	100% Limit of 30 days per Benefit Period; Lifetime maximum of 90 days.	
Outpatient ²	100% after \$15 copayment per visit Limit of 20 visits per Benefit Period; Group visits and 15 minute medication visits count as ¼ visit.	
Substance abuse services	100%	
Inpatient detoxification	Limit of 7 days per admission, lifetime maximum of 4 admissions	
Inpatient rehabilitation	Limit of 30 days per Benefit Period, lifetime maximum of 90 days	
Outpatient rehabilitation	Limit of 60 visits per Benefit Period, lifetime maximum of 120 visits	
Prescription Drug Coverage		
Retail Prescription Drug <ul style="list-style-type: none">Prescriptions Drugs are administered through Independent Health	\$5 copayment for generic drugs \$10 copayment for preferred brand drugs \$25 copayment for non-preferred brand drugs Mandatory generic 30-day maximum retail supply	
Mail Order Prescription Drug <ul style="list-style-type: none">Prescription Drugs are administered through Express Med Pharmaceuticals	\$10 copayment for generic drugs \$10 copayment for preferred brand drugs \$40 copayment for non-preferred brand drugs Mandatory generic 90-day maximum mail-order supply	

In this document, the term "UPMC Health Plan" refers to benefit plans offered by UPMC Health Network, Inc., as well as plans offered by UPMC Health Plan, Inc.

This managed care plan may not cover all your health care expenses. Read your contract carefully to determine which health care services are covered.

UPMC Health Plan Member Services:
1-888-454-7650.
TTD service for hearing-impaired:
1-800-361-2629.

¹ If care is out-of-network, benefits are paid at a lower level after your annual deductible is met. If you go to an out-of-network provider, you also may have to pay the difference between the provider's charge and the UPMC Health Network, Inc. payment (reasonable and customary amount).

² Pennsylvania Act 150 mandates 30 inpatient days per Benefit Period (no lifetime maximum) and 60 outpatient visits per Benefit Period for certain diagnoses based on Medical Necessity and Appropriateness. For additional information concerning coverage and diagnosis requirements, please call UPMC Health Plan Behavioral Health Services at 1-888-251-0083.

This summary is meant to assist in comparing the benefit plans. It is not a contract. If differences exist between this summary and a group's contract or a member's certificate of coverage, the contract or certificate of coverage prevails

UPMC HEALTH PLAN
Where we belong

One Chatham Center
112 Washington Place
Pittsburgh, Pennsylvania 15219
www.upmchealthplan.com

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COUNTY OF BEAVER
TRAVEL POLICY
EFFECTIVE DATE: 3/23/06

1. This Policy establishes a uniform system and procedure for authorizing and reimbursing expenses associated with County authorized travel. This Policy outlines the County's guidelines on what is permissible travel, when and how travel gets approved, establishes the expense reimbursement process and establishes and sets what are reasonable legal and permitted travel expenses. Elected Officials and their staff are governed by the terms, limitations and procedures set forth by this Policy, for all travel except for the annual state association meeting outlined elsewhere in this Policy.
2. The Board of Commissioners understands that in order to carry out the business of the County, officials and employees of the County must travel to do so. However, all travel by County officials and employees must be directly related to their position and must benefit the County.

Individuals traveling on behalf of Beaver County are expected to exercise discretion when traveling to the extent that the County is not paying for items that are not reasonable nor required.

Individuals are expected to view traveling expenses as if they were traveling on their own funds.

All travel expenses must be in compliance with this Policy. All expenses found not to be so, upon review by the appropriate officials, will be returned to the individual for further documentation or explanation.

The Controller, in accordance with the provisions of the County Code, will reimburse all Elected Officials and employees authorized to travel, the actual cost of submitted expenses. Such reimbursement is subject to the maximums outlined in this Policy and contingent upon proper documentation being presented such as receipts and a record of verifiable mileage charges.

The Board of Commissioners have the sole authority and power to resolve any disputed expenses and to interpret this Policy; the Chief Clerk is also appointed as the administrator of this Policy.

The County Code 16 P.S. Section 101 et. seq., as amended, and other legal requirements, provide generally the following exceptions to this Policy:

ELECTED OFFICERS, EXCEPT THE BOARD OF COMMISSIONERS

Daily expenses for attendance at the annual meeting of their State Association, will be the actual expenses incurred, not to exceed the limits established by 16 P.S. Sections 443-444, as amended. Mileage reimbursement and toll charges should be submitted separately.

NON-ELECTED COUNTY OFFICERS

Expenses for attendance at the annual meeting of their association will be the actual expenses incurred, not to exceed the limits established by 16 P.S. Sections 443-444 as amended. Mileage reimbursement and toll charges should be submitted separately.

Expenses incurred by attendance at the annual State Association meeting shall be paid by the Controller in accordance with the provisions of the County Code and only for those officers or employees designated by the County Code.

ADVANCES

Elected and non-elected County Officers, as outlined under 16 P.S. Section 440 as amended, may request, directly from the Controller, that the estimated expenses shown above for attendance at the annual meeting of their State Association, (including daily expenses and registration fees), be advanced. However, the officer must submit evidence of actual cost, along with any mileage reimbursement, and reimburse the County of any advances in excess of costs. No receipts are necessary to receive the daily expense allowance. Advances cannot be granted more than thirty (30) days in advance nor expensed, by the employee, later than sixty (60) days and all unexpended funds must be returned no later than one hundred twenty (120) days in order to comply with Internal Revenue Code.

THE COURT, COURT OFFICERS AND COURT EMPLOYEES OF THE COURT OF COMMON PLEAS

The Court will adopt, and put in writing, a Travel Policy covering all employees of the Court that follows the provisions, allowances and requirements of this Policy, and the Court shall establish proper procedures to enforce the Policy, or the Court shall request the County Controller to enforce all provisions of the Policy.

TYPES OF TRAVEL

The following types of travel require prior written approval:

1. **Local Travel** - is travel that does not require an overnight stay, (an overnight stay is only authorized when travel exceeds one hundred (100) miles from the Beaver County Courthouse). This type of travel is usually for job related, but not mandatory, training sessions, seminars and conferences and does not include routine job related travel.
2. **Non-Local Travel** - travel which is over one hundred (100) miles and requires an overnight or longer stay. Travel of this type is usually for job related, but not mandatory, training sessions, seminars and conferences.
3. **Mandatory Travel** - this is travel for job related training which is required by the sponsoring agencies such as Department of Aging, Department of Welfare,

etc. The department will be granted blanket authorization on an annual basis when the meeting schedule is known at the beginning of the year.

The following types of travel do not require prior written approval:

1. **Job Required Travel** - travel which is needed to accomplish the daily activities of the job. Examples are travel by sheriff deputies, caseworkers, probation officers and department heads, within the County, or other counties, to achieve an immediate purpose, such as visiting a client, service process, transporting prisoners, etc.; travel of this type can be accompanied by a blanket authorization at the beginning of the year.

THE FOLLOWING PROCEDURES AND GUIDELINES MUST BE FOLLOWED FOR TRAVEL REQUIRING PRIOR WRITTEN APPROVAL

All travel requires approval, in writing, prior to commencing travel under the following rules:

1. All travel requests for local travel must be submitted to the Board of Commissioners, for approval, at least one (1) week in advance.
2. All travel requests for any other type of travel must be submitted to the Chief Clerk at least two (2) weeks prior to travel, and require the approval of the Board of Commissioners.
3. There must be adequate funds within the department's appropriate line items to cover the costs of travel.
4. Blanket travel requests must be submitted at budget submission time and receive approval of the Board of Commissioners.
5. Emergency situations, on a case by case basis, must be discussed with the Chief Clerk and receive approval of the Board of Commissioners.

REIMBURSEMENT EXPENSE

The following will be considered for reimbursement:

1. Lodging Expenses - actual expenses for lodging will be paid. However, individuals traveling should request the lowest rate available. The County does not reimburse for gratuities.
2. Transportation - actual expenses will be paid; however, the following will apply:
 - a) The most direct route must be utilized;

- b) First class travel is not a reimbursable expense; however, the County will pay up to the regular fare if the individual wishes to upgrade at their own expense.
 - c) Reasonable fares for local transportation and travel to and from terminals and from hotels to appointments and return, along with reasonable baggage handling charges, will be reimbursed.
 - d) Car rental - if a rental vehicle is necessary for this travel, this mode of transportation must be authorized by the Board of Commissioners. The Travel Authorization form must indicate that a car rental is requested and provide explanation and justification for its use. If County vehicles are available, they must be utilized before the Board of Commissioners will authorize a rental vehicle.
 - e) Mileage reimbursement for use of a personal automobile will be the IRS standard mileage rate on the basis of the route actually traveled, (which must be the shortest or least distant route). The Board of Commissioners must approve the use of a personal vehicle on all travel that is not Local, (Per Prevailing Rate).
 - f) All costs of tolls, bridges, roads, tunnels, etc., along with parking, will be reimbursed.
3. Expenses for meals for Local Travel are reimbursed only when the meal is a part of a conference, training session, seminar, etc., and is included as part of the registration fee. Approval for an exception to this must be received from the Board of Commissioners in advance and in writing.
4. Expenses for meals for Local Travel shall not be reimbursed by the County, except when included in a conference, training session, seminar, registration fee, etc, in accordance with the Internal Revenue Code.
5. Expenses for meals for Non-Local Travel, including Mandatory Travel, are limited to the following reimbursements:
- Shall not exceed \$50 per day, including tips
 - Tips up to fifteen (15%) percent, are reimbursable. (Total day expense not to exceed \$50.00 per day).

6. Reimbursement for first day of travel; breakfast will be reimbursed only if the trip starts prior to 6 A.M., and for the last day of travel, dinner will be reimbursed only if the employee returns to Beaver County after 5:30 P.M.
7. Other meals are not reimbursable if a meal(s) is/are already provided as part of a conference, training session, seminar, etc.
8. Meals, as provided for under various bargaining agreements, will be the basis for reimbursement.
9. Miscellaneous expenses that are directly related to business of the County are fully reimbursable.
10. All other travel expenses that are job related must be specifically approved by the Board of Commissioners as part of the employee's request for expense reimbursement.
11. Request for a travel advance, which is only available for those expenses known in advance and supported by evidence of actual cost such as airline tickets, conference fees, daily hotel rates, etc., must be submitted, along with the request for travel, and cannot exceed the actual cost of these items. Advances cannot be granted more than thirty (30) days in advance nor expensed, by the employee, later than sixty (60) days and all unexpended funds must be returned no later than one hundred twenty (120) days in order to comply with IRS rules.

PROCEDURES

1. Employee must submit a Travel Request Form to the Chief Clerk at least two (2) weeks in advance of expected travel.
2. The form must be completely filled out with any unique requests such as Non-Local Travel by personal automobile, car rental, etc. highlighted.
3. The form, prior to being sent to the Board of Commissioners, must have the signature showing approval by the Elected Official/Department Head.
4. Employees are responsible for making their own travel arrangements, but only after written approval by the Board of Commissioners has been received.

5. Employees must submit an expense reimbursement within a month following the trip; itemized receipts are required for everything except tips and baggage handling; items without receipts will not be honored.
6. Employees, traveling with a non-County employee, will be responsible for all expenses associated with the second individual.
7. Expenses incurred for alcoholic beverages shall not be reimbursed.
8. County officials, or employees who have specific or unique circumstances, in the performance of their job duties, may request a waiver of all or part of this Policy, except reimbursement limits. This waiver is strictly at the discretion of the Board of Commissioners; such request must be forwarded, with complete documentation, to the Board of Commissioners for concurrence of facts necessary for the Board of Commissioners approval.
9. Fixed costs for conferences, conventions and training seminars, should be paid in advance, as direct charges, as soon as approval is received, instead of employee expense reimbursement.

This Policy may be superseded by the County Code, State and Federal laws as they pertain to Elected Officials or by collective bargaining agreements.

Disputes, as to the meaning or intent of this Policy, must be submitted to the Chief Clerk for resolution. Issues that cannot be resolved by the Chief Clerk must be submitted to the Board of Commissioners for final disposition.

SPECIAL PROVISIONS

This section will define special areas that do not fall neatly into any of the above areas. This section is subject to continued interpretation of the Board of Commissioners who shall meet from time to time on specific requests regarding the below described circumstances:

A. Food

The Board of Commissioners will consider requests for expenses necessary for food/beverages for special occasions. All such expenses must have prior approval from the Board of Commissioners by submitting a requisition in advance of the event. If the amount is unknown, the issuance of a Blanket Purchase Order for an

estimated amount for the single occasion will be considered. Generally, food may be provided in the following circumstances, with prior approval:

1. Election night and other occasions wherein large groups of County employees are utilized for and paid for a period of time outside of regular working hours and when the County is required to provide a meal by a collective bargaining agreement.
2. For necessary training or other meetings involving unpaid Board Members, or volunteer organizations who must meet to discuss pertinent County business.
3. Meetings of County Elected Officials and their invited staff, called for the specific purpose of discussing County business and with a specific agenda or purpose, and called by necessity at times, such as during lunch, when the employee or official is not normally at work.

EFFECTIVE DATE: 3/23/06

BEA SCHULTE, CHAIRMAN
DAN DONATELLA
NANCY LOXLEY
COUNTY COMMISSIONERS

Beaver County



VICTOR COLONNA, M.Ed.
DIRECTOR

(724) 775-4310 Phone
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INTEROFFICE MEMORANDUM

To: Rick Darbut
From: Victor Colonna
Re: CWEL Policy
Date: July 10, 1998

Enclosed is a copy of the policy that was set up by Dick Ober regarding employees on CWEL education leave. I believe; that Amy was involved in the discussions and formulation of this policy.

To reiterate our conversation today, as soon as an employee leaves to begin their Master's program under CWEL, they are put on education leave with the county. They remain on this leave until they return to their full-time status, and their vacation, sick time and salary are frozen.

During this leave, they are required by CWEL to return to work at the agency whenever there is a school break of more than 15 days. This usually only encompasses the summer break.

While they are at the agency during the summer break, workers have requested to take vacation time off. Under the present system, I either allow them to do it at no loss of time, or I can deny it. I would like to be able to allow them to take the time off and have it deducted from their "frozen" vacation time. The employees and the Union are in favor of doing this. I just need to know if this can be done by the Controller's Office and if any type of policy/agreement needs to be drawn up.

The employee requesting the leave wants to go on a canoe trip in two weeks so a quick answer will be necessary.

Revised CWEL Selection Policy Effective 1/1/2009

Replaces CWEL Selection Process Policy of 11-9-99

The following policy is set forth concerning the selection process for the Child Welfare Education Leadership (CWEL) program:

- 1. Only two (2) employees will be allowed to attend school full-time at any one time. The number of part-time attendees will be limited by approved CWEL slots, and the Agency Director's determination of how the number of slots interferes with the efficient running of the Agency.**
- 2. Of the two full-time slots, one shall be filled by a supervisor and the other by a caseworker. If there are no supervisors interested and approved, two (2) caseworkers may attend.**
- 3. In the event that the number of CWEL slots is reduced to one (1), supervisors and caseworkers will alternate.**
- 4. Employees interested in participating in the CWEL program must give written notice to the Agency Director by February 1st of each year for the following fall term.**
- 5. Interested employees must then make application to a CWEL sponsoring University MSW program for approval (prior to the University's deadline for the fall term) and to CWEL for financial support. Eligibility for participation in the CWEL Program will be determined by reference to the employees' disciplinary status, including attendance. Employees with disciplinary infractions or attendance problems may not be approved for participation.**
- 6. If there is more than one approved candidate for the open slot (supervisor or caseworker), the following priorities will be observed:**
 - a. Waiting List (employees who have at least three years experience by February 1st and who have applied and been approved for a CWEL-MSW program but were passed over for a more senior employee will be placed on the waiting list in order of seniority);**
 - b. Seniority (if there is no waiting list);**
 - c. In cases where a. and b. are the same, the Agency Director will choose the candidate based on the "best interests" of the Agency or a coin toss if both are equal.**
- 7. Any worker who is offered a full-time CWEL slot and refuses to accept it shall forfeit his/her place on the waiting list. If this worker later becomes interested in attending full-time, they must restart the process from the beginning.**
- 8. Part-time status does not give a worker preference in the selection for a full-time slot.**
- 9. The County participation in the CWEL program is contingent on funding, and will be terminated if funding is not available. The County may also terminate involvement in the program if it is felt the program is not serving the best interest of the County or the Agency.**